

AWARD/CONTRACT		1. This Contract Is A Rated Order Under DPAS (15 CFR 700)		Rating DOA5		Page 1 Of 13	
2. Contract (Proc. Inst. Ident) No. W52H09-04-C-0008		3. Effective Date 2003DEC09		4. Requisition/Purchase Request/Project No. SEE SCHEDULE			
5. Issued By TACOM-ROCK ISLAND AMSTA-LC-CSC-B NANCY MILES (309)782-6433 ROCK ISLAND IL 61299-7630		Code W52H09	6. Administered By (If Other Than Item 5) DCMA SYRACUSE 615 ERIE BLVD WEST SUITE 300 SYRACUSE NY 13204-2408			Code S3306A	
e-mail address: MILESN@RIA.ARMY.MIL		SCD B		PAS NONE		ADP PT HQ0337	
7. Name And Address Of Contractor (No. Street, City, County, State, And Zip Code) BAE SYSTEMS CONTROLS INC. 600 MAIN STREET ROOM 155 JOHNSON CITY, NY. 13790-1889 TYPE BUSINESS: Large Business Performing in U.S.				8. Delivery <input type="checkbox"/> FOB Origin <input checked="" type="checkbox"/> Other (See Below) SEE SCHEDULE			
				9. Discount For Prompt Payment			
				10. Submit Invoices (4 Copies Unless Otherwise Specified)		Item 12	
Code 89954		Facility Code		To The Address Shown In:			
11. Ship To/Mark For SEE SCHEDULE		Code	12. Payment Will Be Made By DFAS COLUMBUS CENTER NORTH ENTITLEMENT OPERATIONS PO BOX 182266 COLUMBUS OH 43218-2266			Code HQ0337	
13. Authority For Using Other Than Full And Open Competition: <input checked="" type="checkbox"/> 10 U.S.C. 2304(c)(1) <input type="checkbox"/> 41 U.S.C. 253(c)()			14. Accounting And Appropriation Data ACRN: AA 97 X4930AC6G 6D 26FB S11116 W52H09				
15A. Item No. SEE SCHEDULE	15B. Schedule Of Supplies/Services CONTRACT TYPE: Firm-Fixed-Price		15C. Quantity	15D. Unit	15E. Unit Price	15F. Amount	
15G. Total Amount Of Contract ➡ \$314,710.00							
16. Table Of Contents							
(X)	Section	Description	Page(s)	(X)	Section	Description	Page(s)
Part I - The Schedule				Part II - Contract Clauses			
X	A	Solicitation/Contract Form	1	X	I	Contract Clauses	11
X	B	Supplies or Services and Prices/Costs	5	Part III - List Of Documents, Exhibits, And Other Attachments			
	C	Description/Specs./Work Statement			J	List of Attachments	
	D	Packaging and Marking		Part IV - Representations And Instructions			
X	E	Inspection and Acceptance	6		K	Representations, Certifications, and Other Statements of Offerors	
X	F	Deliveries or Performance	7		L	Instrs., Conds., and Notices to Offerors	
X	G	Contract Administration Data	8		M	Evaluation Factors for Award	
X	H	Special Contract Requirements	9				
Contracting Officer Will Complete Item 17 Or 18 As Applicable							
17. <input checked="" type="checkbox"/> Contractor's Negotiated Agreement (Contractor is required to sign this document and return 2 signed copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)				18. <input type="checkbox"/> Award (Contractor is not required to sign this document.) Your offer on Solicitation Number _____ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.			
19A. Name And Title Of Signer (Type Or Print)				20A. Name Of Contracting Officer ADELAIDE J TKATCH TKATCHA@RIA.ARMY.MIL (309)782-5313			
19B. Name of Contractor By _____ (Signature of person authorized to sign)		19c. Date Signed		20B. United States Of America By _____ /SIGNED/ (Signature of Contracting Officer)		20C. Date Signed 2003DEC09	
NSN 7540-01-152-8069 PREVIOUS EDITIONS UNUSABLE				25-106 GPO : 1985 0 - 478-632		Standard Form 26 (Rev. 4-85) Prescribed By GSA-FAR (4.8 CFR) 53.214(a)	

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Name of Offeror or Contractor: BAE SYSTEMS CONTROLS INC.		

- SECTION A - SUPPLEMENTAL INFORMATION
- THE PURPOSE OF THIS CONTRACT IS TO AUTHORIZE BAE SYSTEMS TO PROCURE 55 EACH RATE GYRO, AT \$5,722.00 EACH, PN 520110-01-01, AS BONDED STOCK TO SUPPORT ANTICIPATED REPAIR ACTIVITY ON THE TRAIN RATE SENSORS. THE GYROS WILL BE ACQUIRED UNDER THIS CONTRACT, USED ON DAAE20-98-D-0017 DELIVERY ORDER 0006 AND WILL BECOME GOVERNMENT PROPERTY, WHICH WILL BE RETAINED AT BAE SYSTEMS FACILITY. RESIDUAL GOVERNMENT PROPERTY WILL BE IDENTIFIED AT THE END OF THE CONTRACT AND DISPOSITION PER THE DIRECTION OF TACOM-RI.
 - AS A RESULT OF THIS ACTION, THE FUNDING ON CLIN 0001AA WILL BE \$314,710.00.
 - THE GYRO DELIVERY WILL BE 7 MONTHS ARO AT THE RATE OF 10 UNITS PER MONTH. DELIVERY OF THE 55 GYROS WILL BE COMPLETED BY 12 DEC 2004.
 - THE GYROS WILL BE SHIPPED IN PLACE AND MARKED FOR CONTRACT DAAE20-98-D-0017, REPAIR AND RETURN CONTRACT.
 - ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

*** END OF NARRATIVE A 001 ***		
Regulatory Cite	Title	Date
A-1	HQ, DA NOTICE TO OFFERORS - USE OF CLASS I OZONE-DEPLETING SUBSTANCES	JUL/1993
(a) In accordance with Section 326 of P.L. 102-484, the Government is prohibited from awarding any contract which includes a specification or standard that requires the use of a Class I ozone-depleting substance (ODS) identified in Section 602(a) of the Clean Air Act, 42 U.S.C. 7671a(a), or that can be met only through the use of such a substance unless such use has been approved, on an individual basis, by a senior acquisition official who determines that there is no suitable substitute available.		
(b) To comply with this statute, the Government has conducted a best efforts screening of the specifications and standards associated with this acquisition to determine whether they contain any ODS requirements. To the extent that ODS requirements were revealed by this review they are identified in Section C with the disposition determined in each case.		
(c) If offerors possess any special knowledge about any other ODSs required directly or indirectly at any level of contract performance, the U.S. Army would appreciate if such information was surfaced to the Contracting Officer for appropriate action. To preclude delay to the procurement, offerors should provide any information in accordance with FAR 52.214-6 or 52.215-14 as soon as possible after release of the solicitation and prior to the submission of offers to the extent practicable. It should be understood that there is no obligation on offerors to comply with this request and that no compensation can be provided for doing so.		

(End of Clause)

(AA7020)

A-2	52.201-4501 TACOM-RI	NOTICE ABOUT TACOM-RI OMBUDSMAN	APR/2002
<p>a. We have an Ombudsman Office here at TACOM-RI. Its purpose is to open another channel of communication with TACOM-RI contractors.</p> <p>b. If you think that this solicitation:</p> <ol style="list-style-type: none"> has inappropriate requirements; or needs streamlining; or should be changed <p>you should first contact the buyer or the Procurement Contracting Officer (PCO).</p> <p>c. The buyer's name, phone number and address are on the cover page of this solicitation.</p> <p>d. If the buyer or PCO doesn't respond to the problem to your satisfaction, or if you want to make comments anonymously, you can contact the Ombudsman Office. The address and phone number are:</p> <p>U.S. Army TACOM-RI AMSTA-AQ-AR (OMBUDSMAN) Rock Island IL 61299-7630</p>			

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Name of Offeror or Contractor: BAE SYSTEMS CONTROLS INC.

Phone: (309) 782-3224

Electronic Mail Address: ombudsman@ria.army.mil

e. If you contact the Ombudsman, please provide him with the following information:

(1) TACOM-RI solicitation number;

(2) Name of PCO;

(3) Problem description;

(4) Summary of your discussions with the buyer/PCO.

(End of clause)

(AS7006)

A-3 52.210-4516 COMMERCIAL EQUIVALENT ITEM(S)
TACOM-RI

JUN/1998

THE GOVERNMENT HAS A PREFERENCE TO SATISFY ITS NEEDS THROUGH THE ACQUISITION OF COMMERCIAL ITEMS. IF YOU KNOW OF ANY COMMERCIAL EQUIVALENT ITEM(S) FOR THOSE LISTED IN THIS SOLICITATION, PLEASE CONTACT THE CONTRACTING OFFICE. INFORMATION PROVIDED WILL BE CONSIDERED FOR FUTURE PROCUREMENTS.

(END OF CLAUSE)

(AS7003)

A-4 52.233-4503 AMC-LEVEL PROTEST PROGRAM
TACOM-RI

JUN/1998

(OCTOBER 1996)

If you have complaints about this procurement, it is preferable that you first attempt to resolve those concerns with the responsible contracting officer. However, you can also protest to Headquarters, AMC. The HQ, AMC-Level Protest Program is intended to encourage interested parties to seek resolution of their concerns within AMC as an Alternative Dispute Resolution forum, rather than filing a protest with General Accounting Office or other external forum. Contract award or performance is suspended during the protest to the same extent, and within the same time periods, as if filed at the GAO. The AMC protest decision goal is to resolve protests within 20 working days from filing. To be timely, protests must be filed within the periods specified in FAR 33.103. Send protests (other than protests to the contracting officer) to:

HQ Army Materiel Command
Office of Command Counsel
ATTN: AMCCC-PL
5001 Eisenhower Avenue
Alexandria, VA 22333-0001

Facsimile number (703) 806-8866/8875
Voice Number (703) 806-8762

The AMC-level protest procedures are found at:

<http://www.amc.army.mil/amc/cc/protest.html>

If Internet access is not available contact the contracting officer or HQ, AMC to obtain the AMC-Level Protest Procedures.

(END OF CLAUSE)

(AS7010)

A-5 52.243-4510 DIRECT VENDOR DELIVERY

JAN/1999

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Name of Offeror or Contractor: BAE SYSTEMS CONTROLS INC.		

TACOM-RI

In accordance with the Changes clause of this contract, the contractor may be called upon to ship directly to the user, in lieu of the destination in the Schedule, to satisfy urgent or backorder situations. In such instances the contractor may be directed to use best commercial packaging. The contractor may also be called upon to ship the item to the new destination within 24 hours of the required delivery date as specified in the Schedule. Please provide your POC, electronic mail address and commercial phone number including area code for this effort below:

(End of clause)

(AS7012)

Name of Offeror or Contractor: BAE SYSTEMS CONTROLS INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS				
0001	SECURITY CLASS: Unclassified				
0001AA	SERVICES LINE ITEM				\$ 314,710.00
	NOUN: GRYOS FOR TRS REPAIR PRON: M141V053M1 PRON AMD: 01 ACRN: AA AMS CD: 070011H3SOX				
	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin				
	Deliveries or Performance DLVR SCH PERFORM COMPL REL CD QUANTITY DATE 001 0 26-NOV-2004				
	\$ 314,710.00				

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SECTION E - INSPECTION AND ACCEPTANCE

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

<http://www.arnet.gov/far/> or www.acq.osd.mil/dp/dars

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(EA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
E-1	52.246-2	INSPECTION OF SUPPLIES - FIXED-PRICE	AUG/1996

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SECTION F - DELIVERIES OR PERFORMANCE

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

http://www.arnet.gov/far/ or www.acq.osd.mil/dp/dars

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(FA7001)

SECTION G - CONTRACT ADMINISTRATION DATA

PRON/										JOB		ACCOUNTING		OBLIGATED	
LINE	AMS	CD/	OBLG							ORDER		STATION		AMOUNT	
<u>ITEM</u>	<u>MIPR</u>	<u>ACRN</u>	<u>STAT</u>	<u>ACCOUNTING CLASSIFICATION</u>						<u>NUMBER</u>		<u>STATION</u>		<u>AMOUNT</u>	
0001AA	M141V053M1	AA	1	97	X4930AC6G	6D	26FB	S11116				W52H09	\$	314,710.00	
	070011H3SOX														
													TOTAL	\$	314,710.00
SERVICE										ACCOUNTING		OBLIGATED			
<u>NAME</u>	<u>TOTAL BY ACRN</u>		<u>ACCOUNTING CLASSIFICATION</u>							<u>STATION</u>		<u>STATION</u>		<u>AMOUNT</u>	
Army		AA	97	X4930AC6G	6D	26FB	S11116			W52H09	\$	314,710.00			
													TOTAL	\$	314,710.00

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Name of Offeror or Contractor: BAE SYSTEMS CONTROLS INC.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

<http://www.arnet.gov/far/> or www.acq.osd.mil/dp/dars

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(HA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
H-1	252.247-7023 DFARS	TRANSPORTATION OF SUPPLIES BY SEA	MAY/2002
H-2	252.247-7024 DFARS	NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA	MAR/2000
H-3	52.246-4500 TACOM-RI	MATERIAL INSPECTION & RECEIVING REPORTS (DD FORM 250)	NOV/2001

(a) Material Inspection and Receiving Report(s) (DD Form 250), are required to be prepared and furnished to the Government under the clause of this contract entitled 'Material Inspection and Receiving Report'. Distribution of reports to the Purchasing Office (in accordance with DoD FAR Supplement Appendix F) shall be accomplished electronically.

(b) Two copies of the DD Form 250 are required to be submitted to the Purchasing Office. To satisfy this submission requirement electronically, the completed documents may be transmitted via electronic mail, or data fax. The electronic mail address for submission is milesn@ria.army.mil. The data fax number for submission is (309) 782-6346 or 1905, ATTN: NANCY MILES.

(c) Any additional copies required in accordance with Appendix F may be submitted to the addresses identified below via the U. S. Postal Service:

- (1) The FMS/MAP copies may be submitted to:
N/A

(End of Clause)

(HS6510)

H-4	52.247-4545 TACOM-RI	PLACE OF CONTRACT SHIPPING POINT, RAIL INFORMATION	MAY/1993
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The bidder/offeror is to fill in the 'Shipped From' address, if different from 'Place of Performance' indicated elsewhere in this section.

Shipped From:

For contracts involving F.O.B. Origin shipments furnish the following rail information:

Does Shipping Point have a private railroad siding? ____ YES ____ NO

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Name of Offeror or Contractor: BAE SYSTEMS CONTROLS INC.

If YES, give name of rail carrier serving it: _____

If NO, give name and address of nearest rail freight station and carrier serving it:

Rail Freight Station Name and Address: _____

Serving Carrier: _____

(End of Clause)

(HS7600)

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SECTION I - CONTRACT CLAUSES

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

<http://www.arnet.gov/far/> or www.acq.osd.mil/dp/dars

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(IA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-1	52.202-1	DEFINITIONS	DEC/2001
I-2	52.203-3	GRATUITIES	APR/1984
I-3	52.203-5	COVENANT AGAINST CONTINGENT FEES	APR/1984
I-4	52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-5	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-6	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN/2003
I-7	52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	AUG/2000
I-8	52.209-6	PROTECTING THE GOVERNMENTS INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JUL/1995
I-9	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
I-10	52.215-2	AUDIT AND RECORDS - NEGOTIATION	JUN/1999
I-11	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
I-12	52.222-26	EQUAL OPPORTUNITY	APR/2002
I-13	52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC/2001
I-14	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN/1998
I-15	52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC/2001
I-16	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (DEVIATION)	OCT/2003
I-17	52.229-3	FEDERAL, STATE, AND LOCAL TAXES	APR/2003
I-18	52.232-1	PAYMENTS	APR/1984
I-19	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB/2002
I-20	52.232-11	EXTRAS	APR/1984
I-21	52.232-17	INTEREST	JUN/1996
I-22	52.232-23	ASSIGNMENT OF CLAIMS - ALTERNATE I	APR/1984
I-23	52.232-25	PROMPT PAYMENT	OCT/2003
I-24	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION	OCT/2003
I-25	52.233-1	DISPUTES	JUL/2002
I-26	52.233-3	PROTEST AFTER AWARD	AUG/1996
I-27	52.242-13	BANKRUPTCY	JUL/1995
I-28	52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	JUN/2003
I-29	52.247-63	PREFERENCE FOR U.S. - FLAG AIR CARRIERS	JUN/2003
I-30	52.248-1	VALUE ENGINEERING	FEB/2000
I-31	52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	SEP/1996
I-32	52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR/1984
I-33	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-34	252.203-7001 DFARS	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES	MAR/1999
I-35	252.204-7003 DFARS	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-36	252.209-7000 DFARS	ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY	NOV/1995
I-37	252.225-7012 DFARS	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	FEB/2003
I-38	252.226-7001 DFARS	UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS (OCT 2003)	OCT/2003
I-39	252.231-7000 DFARS	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
I-40	252.242-7000	POSTAWARD CONFERENCE	DEC/1991

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	Regulatory Cite	Title	Date
I-41	DFARS 252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
I-42	DFARS 252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT	MAR/1998
I-43	DFARS 252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	MAR/2003
I-44	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL/1995

(a) Except as provided in (b) below, the Contractor shall not enter into any agreement with an actual or prospective subcontractor, nor otherwise act in any manner, which has or may have the effect of restricting sales by such subcontractors directly to the Government of any item or process (including computer software) made or furnished by the subcontractor under this contract or under any follow-on production contract.

(b) The prohibition in (a) above does not preclude the Contractor from asserting rights that are otherwise authorized by law or regulation.

(c) The Contractor agrees to incorporate the substance of this clause, including this paragraph (c), in all subcontracts under this contract which exceed \$100,000.

(End of Clause)

(IF7210)

I-45	52.203-7	ANTI-KICKBACK PROCEDURES	JUL/1995
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(a) Definitions.

Kickback, as used in this clause, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided, directly or indirectly, to any prime Contractor, prime Contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a subcontract relating to a prime contract.

Person, as used in this clause, means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.

Prime contract, as used in this clause, means a contract or contractual action entered into by the United States for the purpose of obtaining supplies, materials, equipment, or services of any kind.

Prime Contractor, as used in this clause, means a person who has entered into a prime contract with the United States.

Prime Contractor employee, as used in this clause, means any officer, partner, employee, or agent of a prime Contractor.

Subcontract, as used in this clause, means a contract or contractual action entered into by a prime Contractor or subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract.

Subcontractor, as used in this clause (1) means any person, other than the prime Contractor, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a prime contract or a subcontract entered into in connection with such prime contract, and (2) includes any person who offers to furnish or furnishes general supplies to the prime Contractor or a higher tier subcontractor.

Subcontractor employee, as used in this clause, means any officer, partner, employee, or agent of a subcontractor.

(b) The Anti-Kickback of 1986 (41 U.S.C. 51.58) (the Act), prohibits any person from--

(1) Providing or attempting to provide or offering to provide any kickback;

(2) Soliciting, accepting, or attempting to accept any kickback; or

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Name of Offeror or Contractor: BAE SYSTEMS CONTROLS INC.

(3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.

(c)(1) The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph (b) of this clause in its own operations and direct business relationships.

(2) When the Contractor has reasonable grounds to believe that a violation described in paragraph (b) of this clause may have occurred, the Contractor shall promptly report in writing the possible violation. Such reports shall be made to the inspector general of the contracting agency, the head of the contracting agency if the agency does not have an inspector general, or the Department of Justice.

(3) The Contractor shall cooperate fully with any Federal agency investigating a possible violation described in paragraph (b) of this clause.

(4) The Contracting Officer may (i) offset the amount of the kickback against any monies owed by the United States under the prime contract and/or (ii) direct that Prime Contractor withhold from sums owed a subcontractor under the prime contract the amount of the kickback. The Contracting Officer may order that monies withheld under subdivision (c)(4)(ii) of this clause be paid over to the Government unless the Government has already offset those monies under subdivision (c)(4)(i) of this clause. In either case, the Prime Contractor shall notify the Contracting Officer when the monies are withheld.

(5) The Contractor agrees to incorporate the substance of this clause, including subparagraph (c)(5) but excepting subparagraph (c)(1), in all subcontracts under this contract which exceed \$100,000.

(End of Clause)

(IF7211)

I-46 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES APR/1984

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the date of the clause.

(b) The use in this solicitation or contract of any DOD FAR SUPPLEMENT (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the name of the regulation.

(End of clause)

(IF7016)